



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ballarat and Queen’s Anglican Grammar School (AG2022/578)

BALLARAT AND QUEEN’S ANGLICAN GRAMMAR SCHOOL (TEACHERS) AGREEMENT NOVEMBER 2022

Educational services

COMMISSIONER CIRKOVIC

MELBOURNE, 15 MARCH 2022

Application for approval of the Ballarat and Queen’s Anglican Grammar School (Teachers) Agreement November 2022

[1] Ballarat and Queen’s Anglican Grammar School (the Applicant) has made an application for approval of an enterprise agreement known as the *Ballarat and Queen’s Anglican Grammar School (Teachers) Agreement November 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 8 March 2022.

[3] On 8 March 2022, my Chambers sent correspondence to the parties seeking to address concerns with certain aspects of the Agreement and invited the parties to address these matters. The concerns were as follows:

- Clause 14.2 relating to the withholding of monies upon termination may be inconsistent with the National Employment Standards (NES).
- Chambers raised better off overall concerns relating to casual teacher rates.

[4] The Applicant has submitted an undertaking in the required form dated 10 March 2022. The undertaking deals with the following topics:

- The Applicant inserted a National Employment Standards (NES) precedence clause.
- In respect of better off overall issued relating to casual teachers, the Applicant provided pay rates that are better off than the Award.

[5] A copy of the undertaking has been provided to the bargaining representative and I have sought its view in accordance with s.190(4) of the Act. The bargaining representative did not express any view on the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[8] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 15 December 2025.



COMMISSIONER

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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Part 1 - Application and Operation

1. Title

This Agreement is to be known as the Ballarat and Queen's Anglican Grammar School (Teachers) Agreement November 2022 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

2. Commencement and period of operation

- 2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC) in accordance with S. 54 of the Act.
- 2.2 The nominal expiry date of the Agreement is 15 December 2025.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s).
Available Parental Leave Period:	An eligible employee is entitled to an available parental leave period of 12 months of unpaid leave in relation to the birth or adoption of a child.
Award	means the <i>Educational Services (Teachers) Award 2020</i> or its successor(s).
Casual Employment	means employment on a day-to-day basis for a period of not more than four consecutive term weeks. This may be extended by agreement provided the total period does not exceed one school term.
Continuous Service	<p>means service under an unbroken contract of employment and includes:</p> <ul style="list-style-type: none"> - any period of part-time and full-time employment where the Teacher provides service by working at the School, - any period during which the Teacher is in receipt of accident pay whilst entitled to workers' compensation payments, and - any period during which paid leave is applicable, <p>but does not include:</p> <ul style="list-style-type: none"> - any period of employment on a casual basis (other than for the purposes of long service leave), and, - with the exception of unpaid Parental Leave, any period of unpaid leave whether approved or otherwise, except at the discretion of the Employer.
Early Childhood Program	means the core curriculum provided to children under school age (three, four and five-year old children) during term weeks.
Early Childhood Teacher	means an employee, including an employee employed as a Director or Co-ordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program of the School.
Employee	means a person employed as a Teacher (a School Teacher or an Early Childhood Teacher) covered by this Agreement.

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Employee Couple	Two employees (not necessarily of the same employer) in a spousal or de facto relationship.
Employer	means Ballarat and Queen's Anglican Grammar School (ABN 93 005 091 805).
Face-to-Face	means teaching where the Teacher is responsible for timetabled classes with students and does not include "extras" (classroom coverage of absent staff). The calculation of face-to-face teaching time is based only on the time a Teacher takes a class and does not include lesson preparation, assessment and reporting.
Fixed-term Employment	means employment for a fixed period of time for a period of up to 12 months on either a full-time or part-time basis, which can be extended for a further period.
FTE	<p>means full-time equivalent in the context of a Teacher's workload. Except where varied by individual agreement with a Teacher, the FTE of a Teacher is calculated based on the number of face-to-face teaching hours of a full-time Teacher, as specified in Cl. 27.1.</p> <p>The face-to-face teaching hours on average, per week for full-time Teachers, during term time are;</p> <ul style="list-style-type: none"> • 24 hours face-to-face per week for Early Childhood Teachers; • 21 hours face-to face per week for Junior School Specialist and Intervention Teachers; • 20 hours face-to-face per week for Junior School Homeroom Teachers, and • 19 hours face-to-face per week for Senior School Teachers. <p>The FTE for part-time Teachers is calculated on a pro-rata basis of the face-to-face teaching hours per week of a full-time Teacher specified in Cl. 27.1. For example, the FTE of a Junior School Homeroom Teacher allocated ten (10) face-to-face teaching hours on average per week is 0.5 FTE.</p> <p>Teaching duties, other than face-to-face, are specified in Cl. 26.7 and include pastoral, supervisory and co-curricular duties. Full-time work loads are determined with reference to the 38-hour week averaged over a 12 month period, inclusive of face-to-face teaching hours.</p>
Full-time Employment	means employment for an average of 38 ordinary hours per week over a 12 month period.

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FWC	means Fair Work Commission.
Headmaster	means the Headmaster of Ballarat and Queen’s Anglican Grammar School.
Household	For the purposes of Cl 31 Compassionate Leave, Household includes step-relations (e.g. step-parents and step-children as well as adoptive relations). A Teacher will be able to take compassionate leave for other relatives (e.g. cousins, aunts and uncles) if they are a member of the Teacher’s household, or the School agrees to this.
Immediate Family and Household	means: a spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of the Teacher, and a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner or former spouse or former de facto partner of the Teacher. A de facto partner means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis and includes a former de facto partner of the Teacher.
LSL Act	means the <i>Long Service Leave Act 2018</i> (Vic) or its successor(s).
Medical Practitioner	A person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia.
NES	means the National Employment Standards as contained in Part 2-2 of the Fair Work Act 2009 (Cth.).
Non-term Weeks	means weeks in the School year other than term weeks and includes periods designated as school holidays for students.
Paid Parental Leave Scheme	means the scheme included in the <i>Paid Parental Leave Act 2010</i> (Cth) “or its successor(s)”.
Part-time Employment	means employment for less than an average of 38 hours per week.
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is engaged to undertake the duties of a Teacher, which includes the delivery of the School’s educational program and the assessment of student participation in the education program.
School	means Ballarat and Queen’s Anglican Grammar School.
School Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training</i>

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	<i>Reform Act 2006</i> (Vic) and is employed to teach. This definition includes a Permission to Teach Teacher (unless otherwise specified in this Agreement) and a qualified Teacher Librarian, but does not include a person employed as a Headmaster or a Deputy Headmaster, by whatever name called.
School Year	means the period of 12 months commencing from the day the Teachers are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes term weeks and non-term weeks.
School Service Date	means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer.
Staff Days	means scheduled days in which staff are required to attend work during non-term weeks for the purposes of activities, such as but not limited to planning, conferences and professional development days.
Supervisory Duties	means activities and duties associated with the supervision of students, such as, but not limited to, yard duty, supervision of homework, detentions, bus duty, supervision on camps, excursions, School trips and programmes etc.
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified.
Term Weeks	means weeks in the school year other than non-term weeks and includes periods when students are required to attend school as set out in the school calendar as well as student free days; in the Early Childhood Program, this includes periods when the regular Kindergarten and Reception programs are conducted.
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic).

4. Coverage

4.1 This Agreement covers:

- (a) the Employer,
- (b) School Teachers, and
- (c) Early Childhood Teachers.

4.2 This Agreement does not cover:

- (a) a Headmaster by whatever name called,
- (b) a Deputy Headmaster by whatever name called, and

- (c) an employee covered by the Educational Services (Schools) General Staff Award 2020.

5. Relationship to Awards

This Agreement operates to the complete exclusion of the Award which would otherwise apply to Teachers covered by this Agreement.

6. No extra claims

The Employer and Teachers agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Teachers, and that no further claims will be made during the currency of this Agreement.

7. The National Employment Standards

- 7.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements of a Teacher covered by this Agreement.
- 7.2 This Agreement provides ancillary or supplementary terms in respect of the NES.
- 7.3 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

- 8.1 The Employer and Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances; and
 - (iii) workload;
 - (b) the arrangement meets the genuine needs of the Employer and the Teacher in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and the Teacher.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Teacher being better off overall than the Teacher would be if no arrangement was made.

- 8.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and the Teacher; and
is signed by the Employer and the Teacher and, if the employee is under 18 years of age, by the employee's parent or guardian;
 - (c) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 8.4 The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or the Teacher may terminate the individual flexibility arrangement:
- (a) by giving 28 days written notice to the other party to the arrangement (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013); or
 - (b) if the Employer and the Teacher agree in writing at any time.
- 8.6 An agreement terminated as mentioned in clause 8.5 ceases to have effect at the end of the period of notice required under that clause.
- 8.7 The Employer will respond to a written request to enter into an individual flexibility agreement by a Teacher:
- (a) in writing within 21 days
 - (b) if the request is refused, the reasons for the refusal, and
 - (c) the employee's right to access the dispute resolution procedures as defined within Section 11 Dispute resolution of this Agreement.

Part 2 - Consultation and Dispute Resolution

9. Consultation regarding major workplace change

9.1 Employer to notify

- (a) If the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to the School;
or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Teachers; and
- (c) the change is likely to have a significant effect on the Teachers;
- (d) the Employer must notify the relevant Teachers of the decision to introduce the major change.

9.2 Employee representative

- (a) The relevant Teachers may appoint a representative for the purposes of the procedures in this term.
- (b) If
 - (i) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and
 - (ii) the Teacher or Teachers advise the Employer of the identity of the representative;

the Employer must recognise the representative.

9.3 Employer to discuss change

- (a) As soon as practicable after making its decision, the Employer must discuss with the relevant Teachers:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Teachers; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and
- (b) For the purposes of the discussion, provide, in writing, to the relevant Teachers:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Teachers; and
 - (iii) any other matters likely to affect the Teachers.

- (c) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- (d) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.
- (e) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the School, the requirements set out in subclauses 9.1 (d), 9.2 and 9.3 (a) and (b) are taken not to apply.

9.4 Major change

- (a) A major change is likely to have a significant effect on Teachers if it results in:
 - (i) the termination of the employment of Teachers; or
 - (ii) major change to the composition, operation or size of the School, or to the skills required of Teachers; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Teachers; or
 - (vi) the need to relocate Teachers to another campus; or
 - (vii) the restructuring of jobs.
- (b) Relevant Teachers means the Teachers who may be affected by the major change.

10. Consultation about changes to regular roster or hours of work

10.1 For a change referred to in subclause 10.1 (b),

- (a) the Employer must notify the relevant Teachers of the proposed change; and
- (b) subclauses 10.2 to 10.5 will apply.

10.2 The relevant Teachers may appoint a representative for the purposes of the procedures in this subclause, if

- (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and
- (b) the Teacher or Teachers advise the Employer of the identity of the representative, the Employer must recognise the representative.

10.3 The Employer must:

- (a) discuss with the relevant Teachers the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Teachers:

- (i) information about the proposed change (for example, information about the nature of the change to the Teacher's regular roster or ordinary hours of work, and when that change is proposed to commence); and
- (ii) information about what the Employer reasonably believes will be the effects of the change on the Teachers; and
- (iii) information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
- (iv) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.4 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.

10.5 The Employer must give genuine consideration to matters raised about the change by the relevant Teachers.

10.6 For the purposes of subclauses 10.1 to 10.5, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester of a school year basis; and
- (b) ordinarily changes between one period of operation and the next; and
- (c) may change during the period of operation;

is not a regular roster.

10.7 However, where a change to the Employer's educational timetable directly results in a change:

- (a) to the number of ordinary hours of work of a Teacher; or
- (b) to the spread of hours over which the Teacher's ordinary hours are required to be worked; or
- (c) to the days over which the Teacher is required to work;

subclauses 10.1 to 10.5 will apply.

11. Dispute resolution

11.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, the following procedures apply:

- (a) A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (b) In the first instance, the parties to the dispute must try to resolve the dispute by

discussions between the Teacher or Teachers and the Employer.

- (c) If the dispute remains unresolved, the parties will seek to agree on an independent external arbiter to assist with resolution.

11.2 If discussions do not resolve the dispute, a party to the dispute may refer the matter to the FWC. The FWC may deal with the dispute in two stages.

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- (c) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. An appeal may be made against the decision.

11.3 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) A Teacher must continue to perform his or her work as they would normally, unless they has a reasonable concern about an imminent risk to their health or safety; and
- (b) A Teacher must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Teacher to perform; or
 - (iv) there are other reasonable grounds for the Teacher to refuse to comply with the direction.

Part 3 - Types of Employment and Termination of Employment

12. Types of employment

12.1 Teachers will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or
- (d) fixed-term employment.

12.2 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment providing:
 - (i) the classification and rate of salary applicable on commencement;
 - (ii) the Teacher's face-to-face teaching load; and
 - (iii) A copy of the Teacher Workload Guidelines, which do not form part of this Agreement, nor are they incorporated into this Agreement.
- (b) In the case of a part-time Teacher, the letter of appointment will include the Teacher's face-to-face teaching load and pastoral, supervisory, and co-curricular responsibilities expressed as a percentage of a full-time face-to-face teaching load and pastoral, supervisory, and co-curricular responsibilities in the School, and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) The allocation of co-curricular and/or pastoral duties for a part time Teacher may be limited to either pastoral or co-curricular duties only, providing the total allocation does not exceed the combined total pro rata requirement for pastoral and co-curricular duties, based on their part-time face-to-face teaching load. For example, a part-time Teacher with a face-to-face teaching load of 0.5 FTE may undertake the full pastoral duties only or full co-curricular duties only, equivalent to that of a Full-time Teacher.
- (d) In the case of a full-time graduate Teacher, the full-time face-to-face teaching load, in the first year of employment, will not be more than 85% of the face-to-face teaching load of a full-time Teacher, where it is practical to do so. When it is not possible to provide a full-time graduate Teacher in the first year of employment, with the face-to-face teaching load of 85% of a full-time Teacher, an equivalent and pro rata reduction will be made to their co-curricular and/or pastoral duties.
- (e) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed-term, the date of commencement and the period of employment.
- (f) Upon appointment, a Teacher, other than a casual Teacher, will undergo a formalised orientation process outlined in the Staff Handbook, which is not incorporated into this Agreement, as varied from time to time.

12.3 Full-time employment

- (a) A full-time Teacher is engaged to work an average of 38 ordinary hours per week, averaged over a 12-month period.
- (b) Light load provision:
 - (i) A full-time Teacher may request a light load, whereby the Teacher would teach less than the normal full load, and be remunerated on a pro-rata basis equivalent to the allocation of their face to face teaching load as defined in Section 3: Definitions and Interpretations. If the light load is permitted, pastoral,

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supervisory and co-curricular duties would normally continue as for a full-time Teacher.

- (ii) The Teacher would continue to accrue long service leave at the full-time rate and have the right to return to full-time teaching by providing one term's notice.

12.4 Part-time employment

- (a) A part-time Teacher is engaged to work on a regular basis for less than 1.0 FTE.
- (b) A part-time Teacher is entitled to the benefits under this Agreement on a pro-rata basis. Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (c) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing (wholly within 1 term). Where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks from the time "notice" is provided to the Teacher.

12.5 Casual employment

- (a) Casual employment means employment on a day-to-day basis for a period of not more than consecutive term days over a period of four consecutive term weeks.
- (b) A casual engagement may be extended by agreement between the Employer and the casual Teacher provided the total period of the engagement does not exceed one school term.
- (c) The rates of pay for a casual Teacher are contained in clause 19.3.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) leave loading
 - (vi) public holidays
 - (vii) paid personal/carer's leave
 - (viii) paid compassionate leave
 - (ix) paid parental leave
 - (x) infectious diseases leave
 - (xi) examination leave

- (xii) qualification conferral leave
- (xiii) pro-rata payment of salary inclusive of annual leave.

12.6 Fixed-term employment

- (a) A Teacher may be employed for a fixed period of time for a period of at least four weeks but no more than up to 12 months on either a full-time or part-time basis which include, but are not limited to, the following purposes:
 - (i) to undertake a specified project for which funding has been made available;
 - (ii) to undertake a specified task which has a limited period of operation; or
 - (iii) to replace a Teacher who is on leave, performing other duties temporarily, or whose employment has terminated after the commencement of the school year.
- (b) The fixed-term employment may be extended for a further period of 12 months, by mutual agreement.

13. Minimum employment period

- 13.1 A Teacher's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 13.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in this Agreement or in place from time to time.
- 13.3 If the Employer is to terminate the employment of a Teacher within the first six months of the Teacher's employment commencing, the Teacher is entitled to seven term weeks' notice, wholly within one term, or payment in lieu of notice.
- 13.4 If the Teacher is to resign within the first six months of the Teacher's employment commencing, then the Teacher is required to give the same notice required of the Employer in clause 13.3 above.
- 13.5 If a Teacher does not provide the minimum notice period specified in clause 13.4, the School may deduct from the wages due to the Teacher an amount that is equivalent to period that notice was not provided, up to a maximum of two weeks' wages.

14. Termination of employment

- 14.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

14.2 Notice of termination by the Employer

Subject to clause 16.6, the employment of a Teacher (other than a casual Teacher and a Teacher serving the minimum period of employment pursuant to clause 13 – Minimum employment period and a Teacher employed to replace a Teacher on parental leave) will not be terminated without at least 10 weeks' notice in writing (inclusive of the notice required under the NES), the payment of 10 weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal 10 weeks' salary.

14.3 Notice of termination by a Teacher

- (a) The notice of termination required to be given by a Teacher is the same as that required of an Employer.
- (b) If a Teacher fails to give the notice specified in clause 14.3(a) the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount that is equivalent to period that notice was not provided, up to a maximum of two weeks' wages.
- (c) An exception to clause 14.3(b) is that the Employer may waive part or all of the notice period where the Teacher has, within the notice period, given informal indication of possible resignation.

14.4 Job search entitlement

Where the Employer has given notice of termination to a Teacher, a Teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off may be taken on separate occasions provided the total period of time off is equivalent to one full day, unless agreed by the Employer. The time off is to be taken at times that are convenient to the Teacher after consultation with the Employer.

14.5 Statement of service

Upon the termination of employment of a Teacher (other than a casual Teacher) the Employer will provide, upon the request of the Teacher, a statement of service setting out the commencement and cessation dates of employment.

14.6 Termination of casual employment

On termination of casual employment, the Employer will indicate on the Teacher's service card the length of service with the Employer. Upon request a casual Teacher will also be given a statement setting out the number of days of duty worked by the Teacher during the period of the engagement.

15. Performance and conduct management

15.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- (a) where a Teacher's employment is terminated during the minimum employment period pursuant to clause 13.2;
- (b) for a casual Teacher; or
- (c) in the case of serious misconduct.

15.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Teacher's performance, the Employer will implement the procedure in this clause.
- (b) An Employer who has concerns with the performance of a Teacher shall in the first instance hold informal discussions with the Teacher. Should the employer still hold concerns regarding the Teacher's performance, following the discussions outlined above, the employer may initiate Performance Management as outlined below.
- (c) A formal performance management procedure will commence with the Employer advising the Teacher in writing of:
 - (i) the Employer's concern(s) with the Teacher's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Teacher's performance;
 - (iii) the Teacher's right to be accompanied by a nominee of the Teacher's choice at all meetings scheduled to discuss the Teacher's performance;
 - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (d) Formal performance management meetings will:
 - (i) be the subject of a documented record, a copy of which will be given to the Teacher;
 - (ii) include discussion of the Employer's concern(s) with the Teacher's performance and any progress being made to address these concerns;
 - (iii) give the Teacher an opportunity to respond to the Employer's concern(s);
 - (iv) include discussion of any counselling or assistance, where appropriate, available to the Teacher; and
 - (v) set periods of review, as appropriate.

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- (e) If, following this process, the Employer's concerns have been satisfactorily addressed, the Employer will advise the Teacher in writing to this effect.
- (f) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Teacher, then the Employer will give the required period of notice or payment in lieu of notice.

15.3 Discipline and Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Teacher in writing of:
 - (i) the Employer's concern(s) with the Teacher's conduct;
 - (ii) the time, date and place of the meeting to discuss the Teacher's conduct;
 - (iii) the Teacher's right to be accompanied by a nominee of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct;
 - (iv) the Employer's right to terminate the Teacher's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
 - (i) include discussion of the Employer's concern(s) with the Teacher's conduct;
 - (ii) give the Teacher an opportunity to respond to the Employer's concern(s).
- (d) Concerns with a Teacher's conduct may be resolved by:
 - (i) summary dismissal, where the Teacher is found to have engaged in serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period; on the balance of probabilities and based upon the evidence;
 - (ii) issuing the Teacher with a warning or a final warning in writing;
 - (iii) terminating the employment of the Teacher in accordance with the relevant notice provision;
 - (iv) positive resolution of the issue;
 - (v) other action appropriate to the situation.

15.4 Suspension

Notwithstanding any of the provisions in this Agreement, the School may suspend a Teacher with pay while considering any matter which in the view of the School could lead to the summary dismissal of the Teacher. Suspension without pay will not be implemented by the School without prior discussion with the Teacher and will not, except with the Teacher's consent, exceed a period of four weeks.

16. Redundancy

16.1 Redundancy pay is provided for in the NES. This clause provides enterprise specific details and supplements the NES.

16.2 The following redundancy pay scale will apply

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years but less than 11 years	17 weeks' pay
11 years but less than 12 years	18 weeks' pay
12 years but less than 13 years	19 weeks' pay
13 years but less than 14 years	20 weeks' pay
14 years but less than 15 years	21 weeks' pay
15 years but less than 16 years	22 weeks' pay
16 years but less than 17 years	23 weeks' pay
17 years but less than 18 years	24 weeks' pay
18 years but less than 19 years	25 weeks' pay
19 years but less than 20 years	26 weeks' pay
20 years and over	27 weeks' pay

16.3 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Teacher would have been entitled to under this agreement. Where employment has been terminated, the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between

the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

16.4 Teacher leaving during notice period

A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Teacher is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment in lieu of notice.

16.5 Job search entitlement

- (a) A Teacher given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- (b) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 14.4

16.6 Interaction of this clause with clause 14-Termination of employment

Where the Teacher's employment is terminated on the grounds of redundancy, the Teacher will be entitled only to the greater of:

- (a) notice of termination under clause 14.2, or
- (b) notice of termination and severance payments under this agreement.

16.7 Part-time Teachers

If a part-time Teacher's hours are reduced, without their consent, by more than 25% in any one year, they will be entitled to the provisions of clause 16.6.

17. Breakage and loss

A Teacher who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Teacher's duties.

Part 4 - Classifications, Salaries and Related Matters

18. Classifications

18.1 Duties of a Teacher

The duties of a Teacher may include in addition to teaching, activities such as those associated with administration, review, development and delivery of educational programs, pastoral care, supervisory and co-curricular activities, meetings, camps, excursions and incursions.

18.2 Recognition of previous service

- (a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in clause 19-Salaries, according to qualifications and teaching experience. Teaching experience does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.
- (b) Service as a part-time Teacher above 0.4 FTE will normally accrue for the purpose of entitlements on a pro-rata basis according to the percentage of a full-time teaching load undertaken in any year. A Teacher at 0.4 FTE or less is required to complete two years of service to be counted as a full-time year.
- (c) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.
- (d) In the case of an Early Childhood Teacher employed pursuant to the *Ballarat and Queen's Anglican Grammar School (Teachers) Agreement November 2015 - October 2019*, the following will count as service:
 - (i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centres and other similar services;
 - (ii) teaching experience of children from four to eight years (or in the infants' department) of a school registered and/or accredited under the relevant authority in each state or territory;
 - (iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
 - (iv) service as a diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.

18.3 Evidence of qualifications

- (a) The Employer may require that a Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided, provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

18.4 Progression

- (a) Incremental progression through the scale to Level 10 will be automatic annually, after the completion of twelve months' service, except that a Teacher at 0.4 FTE or less is required to complete two years of service at the Level before progressing to the next Level.
- (b) Progression to Senior Teacher will be automatic after completing one year of service at Level 10 at the School, except that a Teacher at 0.4 FTE or less is required to complete two years of service at Level 10 before progressing to Senior Teacher.
- (c) Progression to Highly Accomplished Teacher is open to entry after completing one year of service as a Senior Teacher, and is subject to the selection criteria published in School Policy documents, which are not incorporated into this Agreement, except that a Teacher at 0.4 FTE or less is required to have completed two years of service as a Senior Teacher before being eligible to apply for Highly Accomplished Teacher.
- (d) Progression to Classroom Leading Teacher is open to entry after completing one year of service as a Senior Teacher, and is subject to the selection criteria published in School Policy documents, which are not incorporated into this Agreement, except that a Teacher at 0.4 FTE or less is required to have completed two years of service as a Senior Teacher before being eligible to apply for Classroom Leading Teacher. The tenure for a Classroom Leading Teacher is three-years.
- (e) Progression to Highly Accomplished and Classroom Leading Levels are based on performance. A Teacher must be assessed as having satisfactorily met the School's criteria for such Levels.
- (f) Assessment for progression to Highly Accomplished and Classroom Leading Levels will be undertaken prior to completion of the final Term each School year. A Teacher who is not assessed as meeting the criteria will not be eligible for consideration for progression until the assessment period in the following year.
- (g) Highly Accomplished Level is criterion-based and without a fixed tenure. Teachers on Highly Accomplished Level may undertake Positions of Responsibility that have both financial and time allowances attached to them, in addition to their base salary. If a Teacher on Highly Accomplished Level does not maintain the standards required, the Teacher would return to Senior Teacher Level and remuneration.

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- (h) Classroom Leading Level is criterion-based and has a fixed three-year tenure. At the end of the three-year tenure, the Teacher will return to the Senior Teacher Level, unless the Teacher is re-appointed to the Classroom Leading Level. Teachers on Classroom Leading Level may undertake Positions of Responsibility that have a financial allowance only, and their total FTE will be their classroom teaching load.

19. Salaries

19.1 Full-Time Teacher

Teaching Level	1 November 2021 (1.25% salary increase)		
	Base Annual Salary	Annual Leave Loading	Total Annual Salary
Level 1	\$75,148.00	\$1,008.12	\$76,156.12
Level 2	\$77,921.00	\$1,045.32	\$78,966.32
Level 3	\$80,795.00	\$1,083.87	\$81,878.87
Level 4	\$83,776.00	\$1,123.86	\$84,899.86
Level 5	\$86,868.00	\$1,165.34	\$88,033.34
Level 6	\$90,073.00	\$1,208.34	\$91,281.34
Level 7	\$93,397.00	\$1,252.93	\$94,649.93
Level 8	\$96,844.00	\$1,299.17	\$98,143.17
Level 9	\$100,418.00	\$1,347.12	\$101,765.12
Level 10	\$104,122.00	\$1,396.81	\$105,518.81
Level 11 Senior Teacher	\$112,634.00	\$1,511.00	\$114,145.00
Highly Accomplished	\$113,760.00	\$1,526.10	\$115,286.10
Classroom Leading	\$114,897.00	\$1,541.35	\$116,438.35

Teaching Level	1 February 2022 1.25% salary increase			1 November 2022 (1.25% salary increase)		
	Base Annual Salary	Annual Leave Loading	Total Annual Salary	Base Annual Salary	Annual Leave Loading	Total Annual Salary
Level 1	\$76,087.35	\$1,020.72	\$77,108.07	\$77,038.44	\$1,033.48	\$78,071.92
Level 2	\$78,895.01	\$1,058.38	\$79,953.39	\$79,881.20	\$1,071.61	\$80,952.81
Level 3	\$81,804.94	\$1,097.42	\$82,902.36	\$82,827.50	\$1,111.14	\$83,938.64
Level 4	\$84,823.20	\$1,137.91	\$85,961.11	\$85,883.49	\$1,152.14	\$87,035.63
Level 5	\$87,953.85	\$1,179.91	\$89,133.76	\$89,053.27	\$1,194.66	\$90,247.93
Level 6	\$91,198.91	\$1,223.44	\$92,422.35	\$92,338.90	\$1,238.74	\$93,577.64
Level 7	\$94,564.46	\$1,268.59	\$95,833.05	\$95,746.52	\$1,284.45	\$97,030.97
Level 8	\$98,054.55	\$1,315.41	\$99,369.96	\$99,280.23	\$1,331.85	\$100,612.08
Level 9	\$101,673.23	\$1,363.96	\$103,037.19	\$102,944.15	\$1,381.01	\$104,325.16
Level 10	\$105,423.53	\$1,414.27	\$106,837.80	\$106,741.32	\$1,431.95	\$108,173.27
Level 11 Senior Teacher	\$114,041.93	\$1,529.88	\$115,571.81	\$115,467.45	\$1,549.01	\$117,016.46
Highly Accomplished	\$115,182.00	\$1,545.18	\$116,727.18	\$116,621.78	\$1,564.49	\$118,186.27
Classroom Leading	\$116,333.21	\$1,560.62	\$117,893.83	\$117,787.38	\$1,580.13	\$119,367.51

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- (a) The Total Annual Salaries in clause 19.1 are inclusive of annual leave loading as defined within the NES.
- (b) The ordinary weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.
- (c) The Board will determine future salary increases to the Teacher pay rates, that are in addition to those included in clause 19.1.
- (d) Any decision made by the Board will take into account a broad number of factors including enrolment levels, financial capacity of the School and broader economic factors affecting fee paying parents and Teachers. For the avoidance of doubt, an increase agreed upon in accordance with this clause is considered a term of this Agreement.
- (e) The salary increase(s) and rates of pay, including the date(s) they become effective, will be published via the School Intranet, or an equivalent means.

19.2 Part-time Teacher

A part-time Teacher will be paid pro-rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of clause 12.4.

19.3 Casual Teacher

- (a) The rate of pay payable to a casual Teacher will be not less than the relevant Award rate from the first pay period commencing on or after the specified date:
- (b) provided that;
 - (i) a casual Teacher will be paid for a minimum of half a day, where a day is the usual required attendance time for a Teacher and a half day is half the usual required attendance time; and
 - (ii) a casual Teacher may be required to undertake the full teaching responsibilities and extracurricular duties of the Teacher who is being replaced.

20. Allowances

20.1 Leadership allowance

- (a) Eligibility
 - (i) A leadership allowance will be paid to a Teacher where the Employer requires the performance of designated administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
 - (ii) An allowance is linked to a position of leadership rather than tied to an individual Teacher.
 - (iii) The Headmaster determines who holds a position that is eligible for a leadership allowance.

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(iv) A Teacher required by the Employer to take on a Position of Responsibility for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

(b) Notification

(i) The Headmaster will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

(ii) The Headmaster will advise the Teacher of the level to which the position equates.

(iii) The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether administrative, pastoral care or educational leadership.

(c) Amount

(i) The Employer will determine the amount of all Positions of Responsibility, including any time release required to undertake the position.

(ii) The Employer will pay not less than the following annual allowances, which are inclusive of Annual Leave Loading, to holders of tenured positions of positions of responsibility.

(iii) Subsequent increases will be provided at the same time and same percentage as salary increases provided in clause 19.1 and for any additional salary increases as approved by the Board.

Allowances	2021 (as at 1 Nov 2021)	1 Feb 2022 (1.25% increase)	1 Nov 2022 (1.25% increase)
Small Department	\$1,950.82	\$1,975.21	\$1,999.89
Medium Department	\$3,901.65	\$3,950.42	\$3,999.81
Large Department	\$5,852.47	\$5,925.63	\$5,999.70
Very Large Department	\$7,803.30	\$7,900.84	\$7,999.59
Head of Day House	\$5,852.47	\$5,925.63	\$5,999.70
Year Level Co-ordinator	\$5,852.47	\$5,925.63	\$5,999.70
Assistant Head of Boarding House	\$7,803.30	\$7,900.84	\$7,999.59
Head of Boarding House	\$11,704.94	\$11,851.26	\$11,999.40

(iv) Where the position of leadership is shared, the payments may also be shared.

20.2 Vehicle allowance

- (a) A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the following allowances:

Motor car

- (i) \$0.80 per kilometre with a maximum payment up to 400 kilometres per week.

Motorcycle

- (ii) \$0.27 per kilometre with a maximum payment up to 400 kilometres per week.

- (b) The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

21. Accident pay

21.1 Definitions

For the purposes of this clause:

- (a) relevant Act means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) as amended from time to time;
- (b) injury has the same meaning as applies under the Relevant Act;
- (c) incapacity has the same meaning as applies under the Relevant Act.

21.2 Entitlement to accident make-up pay

- (a) Subject to clause 21.3, 21.4 and 21.5, the Employer will pay a Teacher accident make-up pay if the Teacher suffers an injury compensated under the Relevant Act.
- (b) Accident make-up pay will be calculated as follows:
- (i) for each day that the Teacher is or is deemed to be totally incapacitated, the Teacher will be paid an amount representing the difference between the Teacher's remuneration, including the total weekly award rate and any weekly over award payments at the date of the injury, together with any variation in award rates, and the amount of compensation payable under the Relevant Act for the day in question;
- (ii) for each day that the Teacher is partially incapacitated, the Teacher will be paid an amount representing the difference between the Teacher's remuneration, including the total weekly award rate and any weekly over award payments at the date of the injury, together with any variation in award rates, and the amount of compensation payable under the Relevant Act for the day in question together with the amount the Teacher is earning or is able to earn in some suitable employment (as defined by the Relevant Act or as agreed between the parties).

21.3 Eligibility for accident make-up pay

In order for a Teacher to be eligible for accident make-up pay in accordance with 21.2:

- (a) the Teacher, or a representative of the Teacher, must give notice in writing of the injury to the Employer as soon as reasonably practicable;
- (b) the Teacher must furnish evidence of the injury from time to time as required by the Employer during the period of payment;
- (c) the Teacher must advise the Employer of any civil action or claim for damages the Teacher may make;
- (d) the Teacher must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the Employer, as required by the Employer in accordance with the Relevant Act; and
- (e) the Teacher must authorise the Employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

21.4 When entitlement ceases

A Teacher will cease to be entitled to accident make-up pay if any of the following occur:

- (a) the Teacher ceases to be compensated under the Relevant Act;
- (b) the Teacher obtains a judgment or settlement for damages in respect of the injury from a third party;
- (c) there is redemption of weekly compensation payments by the payment of a lump sum benefit under the Relevant Act;
- (d) the partially incapacitated Teacher fails to take reasonable steps to find alternative employment;
- (e) accident make-up pay has been paid for 39 weeks in respect of the same injury;
- (f) the Teacher dies.

21.5 Effect of termination of employment

Termination of the employment of a Teacher otherwise entitled to accident make-up pay does not affect the Teacher's entitlement except where:

- (a) the termination is due to serious misconduct by the Teacher; or
- (b) a partially incapacitated Teacher voluntarily terminates the Teacher's employment in circumstances where the Employer is able and willing to offer the Teacher suitable employment.

21.6 Accident make-up pay not payable

Accident make-up pay will not be payable:

- (a) during the first five (5) working days of incapacity;
- (b) during the first two (2) weeks of employment;
- (c) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the Teacher has been employed for less than four (4) weeks; or
- (d) if the Teacher is on paid annual leave.

22. Payment of wages

The pay period will be monthly (12 payments per year) with electronic transfers occurring on the bank business day on or about the 15th day of the month, which will be for half a month in arrears and half a month in advance of this date.

23. Employee rebates

23.1A Teacher who is, or is to be, employed for twelve months or longer in a full-time capacity, will be entitled to rebates on tuition fees of 40% for Senior School and 50% for Junior School for their period of employment. A Teacher who is, or is to be, employed for twelve months or longer in a part-time capacity, will be entitled to a pro-rata rebates based upon their teaching load for each semester as a proportion of the full-time rebates, for their period of employment. Rebates will not be reduced during the course of a school year, unless the reduced load was at the request of the Teacher concerned. The Employer is responsible for any applicable Fringe Benefits Tax. Rebates apply to Junior and Senior School fees only. For example,

	Senior School	Junior School
Teacher employed at 1.0 FTE	40%	50%

23.2 Teachers employed prior to 2016 will retain their previous employee rebate arrangement, except in circumstances where subclause 23.1 would provide a financial advantage. To the employee rebates in clause 23.1 are added standard Sibling Rebates as published in the Business Notice of the School.

23.3 If an ongoing Teacher’s child is enrolled in Reception or Kindergarten at the Centre for Early Education (CEEd), the following credits will be applied to a current or future School (not CEEd) account. (These payments are intended to support staff children through the Primary years, considering the expense of pre-school education. They are available only as a non-refundable credit towards future Ballarat Grammar schooling, at any level of the School and are calculated on the ongoing Teacher’s FTE on a pro-rata basis.)

TERMLY PAYMENT FOR EACH DAY OF PROGRAM (2, 3, 4 or 5) PER WEEK
TAKEN FOR THE TERM (Calculated on a pro-rata FTE basis):

Full-time Teacher

First child in family	\$200
Second child	\$260
Third child	\$320
Fourth and each subsequent child	\$380

23.4 Subject to clause 23.3, the employee rebates in clause 23.1 will not be reduced for the period the Teacher remains employed by the Employer, unless the Teacher's FTE status is reduced, or the Teacher takes a significant period of unpaid leave, at the discretion of the Headmaster. Employee rebates may be suspended if payments of School Fees are not kept in line with the terms of the Business Notice of the School.

23.5 The children of a Teacher who is attending a school camp (or other overnight expedition) will be entitled to free after-school care at the School during normal operating hours while the Teacher is attending the school camp.

24. Remuneration packaging

24.1 Upon receiving a written election for a remuneration packaging arrangement from a Teacher, and provided there is no additional cost to the Employer, the Employer is prepared to offer the Teacher the opportunity to receive part of the Teacher's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

24.2 Any arrangement between the Employer and the Teacher in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Teacher's conditions of employment.

25. Superannuation

25.1 Superannuation legislation

(a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.

(b) Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund and the Employer continues to offer extensive choice to all Teachers, provided the fund is a complying superannuation fund. If a Teacher does not choose a superannuation fund, a request for stapled super fund details will be made to the ATO. In circumstances where the School is advised by the ATO that the employee does not have a stapled super fund, the School's default superannuation fund applies. The nomination of the School's default superannuation fund would be determined by the School's Staff

Superannuation Policy as required. The School's default fund is NGS Super.

- (c) The rights and obligations in these clauses supplement those in superannuation legislation.

25.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of a Teacher as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Teacher.

25.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 25.2.
- (b) A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 25.3(a) and 25.3(b) no later than 28 days after the end of the month in which the deduction authorised under these clauses was made.

25.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3(a) and 25.3(b) to the Ballarat Grammar default superannuation fund, or a successor, provided that the Employer is not required to become a participating employer.

Part 5 - Hours of Work and Related Matters

26. Ordinary hours of work

- 26.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours. Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12-month period.
- 26.2 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during non-term periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.

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A Teacher will be given at least six months' notice of Staff Days when their attendance is required.

26.3 The following circumstances are not included as attendance days:

- (a) co-curricular activities that are conducted on a weekend;
- (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
- (c) when the Teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
- (d) when the Teacher has boarding house responsibilities and the Teacher is performing those duties during term weeks and non-term weeks;
- (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position; and
- (f) Staff Days/Professional Learning days. In usual circumstances, the Employer will provide written notice of the term weeks and days in non-term times on which the Teachers are required to attend, six months in advance of the requirement to attend.

26.4 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

26.5 The FTE of part-time Teachers will be calculated using the number of face-to-face teaching hours specified in Cl. 27.1, rather than the number of days of attendance. For example, 0.6 FTE is not necessarily 3 timetabled days but rather the number of teaching periods averaged over a 5-day week.

26.6 For teaching duties other than face-to-face, specified in Cl. 27.1, full-time loads will be determined with reference to the 38-hour week averaged over a 12 month period, inclusive of face-to-face teaching hours.

26.7 The teaching duties, other than face-to-face teaching hours, for full-time Teachers include:

- (a) seven (7) contact hours on average per week of pastoral, supervisory and co-curricular duties for Teachers in Junior School (Prep to Year 6) and Senior School (Year 7 to Year 12);
- (b) 2.5 contact hours on average per week of supervisory and co-curricular duties for Teachers in the Early Childhood Program, and
- (c) attendance at meetings and an average of 30 minutes of community service per week for all Teachers.

27. Face-to-face teaching hours

27.1 The face-to-face teaching hours on average per week, for full-time Teachers, during term time are;

- (a) 24 hours face-to-face per week for Early Childhood Teachers;
- (b) 21 hours face-to face per week for Junior School Specialist and Intervention Teachers;
- (c) 20 hours face-to-face per week for Junior School Homeroom Teachers, and
- (d) 19 hours face-to-face per week for Senior School Teachers.

27.2 The FTE for part-time Teachers is calculated on a pro-rata basis of the face-to-face teaching hours per week of a full-time Teacher specified in Cl. 27.1. For example the FTE of a Junior School Homeroom Teachers allocated ten (10) face-to-face teaching hours on average per week is 0.5 FTE.

28. Breaks

28.1 The Employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to a Teacher who is engaged or rostered to work for more than five hours on a day.

Part 6 - Leave and Public Holidays

29. Annual leave

29.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

29.2 Timing of annual leave

- (a) A Teacher must take annual leave during non-term weeks. Leave must generally be taken in the four-week period immediately following the final term week of the current school year, unless otherwise agreed with the Employer.

29.3 Crediting of annual leave

A Teacher may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer.

30. Pro-rata payment of salary inclusive of annual leave.

30.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

30.2 The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- (b) in the calculation of payment in regard to pro rata salary if:

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- (i) a Teacher commenced employment after the school service date;
- (ii) a Teacher has taken leave without pay of more than two term weeks since the school service date; or
- (iii) the hours that a Teacher has worked at school have varied since the school service date.

30.3 Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

30.4A Teacher who commences employment after the usual date of commencement in any school year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the school year and will not receive any salary or other payment until the commencement of the next school year. Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same school year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the school year in which the leave commences; or
 - (ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the last school term in that year.

30.5 Calculation of payments

$$P = \frac{s \times c}{b} - d$$

P is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the School service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the School service date.

b is the number of term weeks, or part thereof in the School year

c is the number of non-term weeks, or part thereof, in the School year

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the School service date or date of employment in circumstances where the Teacher has been employed by the Employer since the School service date.

30.6 For the purpose of this clause:

- (a) School service date means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer; and
- (b) Teacher means a Teacher other than a casual Teacher.

30.7 The formula in clause 29.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School year in which the formula is applied.

31. Annual leave loading

31.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

31.2 Annual leave loading is incorporated into the annual salaries as provided for in clause 19.1.

32. Personal/carer's leave

32.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

32.2 A Teacher other than a casual Teacher is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.

32.3 For a full-time Teacher, the personal/carer's leave entitlement equates to 15 days per year of service, which accrues progressively during service. A part-time Teacher is

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entitled to paid personal/carer's leave on a pro-rata basis based on their ordinary hours of work.

32.4 Where a full-time Teacher requires personal/carer's leave in excess of the Teacher's accrued entitlement, the Teacher is entitled to be paid personal/carer's leave in advance of accrual as follows:

- (a) six days during the first term of employment, and a further three days during each of the next three terms, if in the first year of employment with the Employer, or
- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment, provided that the notice and evidentiary requirements are met.

32.5 Paid personal leave is taken due to a personal illness or injury.

32.6 Paid carer's leave is taken to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

32.7 Where the Teacher has exhausted the paid personal/carer's leave entitlement, the Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.

32.8 A casual Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.

32.9 Notice and evidentiary requirements

- (a) A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

- (b) Teacher is entitled to personal/carer's leave provided that:
- (i) the Teacher produces a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - (ii) the Teacher provides a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Teacher is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
 - (iii) the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

33. Compassionate leave

33.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

33.2A Teacher may take up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or when the Teacher's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

33.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Teacher.

33.4 The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

34. Community service leave

34.1 Community service leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

34.2A Teacher is entitled to be absent from employment to engage in an eligible community service activity, which includes jury service and emergency management activity.

34.3 The definitions, entitlements and notice and evidence requirements applying to community service leave are prescribed by the NES.

34.4 Payment for jury service

- (a) A Teacher, including a casual Teacher, is entitled to payment at their ordinary rate of pay for an absence due to jury service. The Teacher will be paid for all days of jury service.
- (b) The Teacher must provide written proof of the requirement to attend jury service and an estimate of the duration of such service.

- (c) The Teacher authorises the Employer to deduct the amount of money paid to the Teacher for jury service by the Court Authorities. This deduction will occur in the first pay period following the conclusion of jury service.
- (d) In this clause ordinary rate of pay means the amount the Teacher would reasonably expect to have received from the Employer as earnings for that period had they not been performing jury service.

35. Public holidays

35.1 Public holidays are provided for in the NES except where this Agreement provides ancillary or supplementary terms.

35.2 Substitution of public holidays

- (i) By agreement between the Employer and an individual Teacher, an alternative day may be taken as a public holiday in lieu of any of the days specified in the NES.
- (ii) The agreement will be recorded in writing and made available to the affected Teacher.
- (iii) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.
- (iv) The School will normally take a designated Friday holiday or alternate in lieu of Melbourne Cup Day or any gazetted replacement.

36. Leave to deal with Family and Domestic Violence

36.1 Definitions

- (a) In this clause:

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

Family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 35.1(a) includes a former spouse or former de facto partner.

36.2 Entitlement to domestic violence leave.

- (a) A full-time, part-time or fixed term employee is entitled to:
 - (i) 5 days' paid leave to deal with family and domestic violence; and
 - (ii) 5 days' unpaid leave to deal in addition to 5 days of paid leave provided for in clause 35.2(a)(i) to deal with family and domestic violence.
 - (iii) Unpaid leave provided for in clause 35.2 (a)(ii) is in addition to paid leave provided for in 35.2 (a)(i).
- (b) A casual employee is entitled to
 - (i) 10 days' unpaid leave to deal with family and domestic violence.
- (c) The leave is available in full at the start of each 12-month period of the employee's employment; and
- (d) The leave does not accumulate from year to year; and

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the School.

Note: 2. The School and the employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

36.3 Taking domestic violence leave

An employee may take their entitlement to domestic violence leave as defined in clause's 35.2(a) and 35.2(b) to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: This reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

36.4 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service. Notice and evidence requirements.

- (a) Notice

An employee must give the School notice of the taking of leave by the employee under clause 35. The notice:

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- (i) must be given to the School as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 35 must, if required by the School, give the School evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 35.3.

Note: Depending on the circumstances, such evidence may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

36.5 Confidentiality

- (a) The School must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 35.4(b), is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 35 prevents the School from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The School should consult with such employees regarding the handling of this information.

37. Long service leave

37.1 Long service leave is provided for in the NES. This clause supplements the NES provisions.

37.2 A Teacher is entitled to thirteen (13) weeks' long service leave upon the completion of ten (10) years of continuous employment.

37.3 Upon completion of ten years of continuous service as defined in clause 36.2, a Teacher is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the Employer. A Teacher may apply to take pro rata accrued long service leave after seven (7) years of continuous service.

37.4 Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment for any reason.

37.5 A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary.

37.6 A Teacher, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Teacher's time fractions over the period of eligible service.

37.7 Illness during long service leave

Subject to the requirements of clause 36.8, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Teacher. The Headmaster may require the Teacher to be examined by a Registered Health Professional of the Employer's choice, provided this person is reasonably accessible to the Teacher.

37.8 The Teacher's application under 36.7:

- (a) must be received by the Employer during the period of illness or injury;
- (b) must be accompanied by a medical certificate from a Registered Health Professional or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (c) must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.

37.9 Timing and taking of long service leave

A Teacher may apply to take pro rata accrued long service leave after completing seven years of continuous employment.

37.10 The taking of leave will be at a time mutually agreed between the Employer and the Teacher. Should a Teacher not have taken long service leave within three years of accruing an entitlement to 13 weeks' long service leave, the Employer reserves the right to give a year's notice as to when accrued leave, or part thereof, must be taken.

37.11 The period of long service leave will usually not be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.

37.12 Where a Teacher has not accrued sufficient leave to cover a full term, the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.

37.13 Where a Teacher is taking a term's leave or more, the School may agree to provide a loan to support professional activities. The terms of the loan would be subject to mutual agreement.

38. Unpaid Parental leave

38.1 Parental leave is provided for in the NES. This clause supplements the NES provisions.

38.2 Eligibility

- (a) To be eligible for parental leave, an employee engaged on an ongoing or fixed term basis must have completed a minimum of 12 months continuous service as at the date of birth or the expected date of birth, or day of placement or expected day of placement, of the child. Casual employees must be employed on a regular and systematic basis for a period of at least 12 months' and have a reasonable expectation of continuing employment in order to be eligible for parental leave.

38.3 Availability entitlement

- (a) Where the employee will have responsibility for care of the child, eligible employees are each entitled to:
 - (i) an available parental leave period of 12 months' unpaid leave in relation to the birth or adoption of a child.
- (b) An employee couple is therefore entitled to take a combined total of 24 months' unpaid parental leave on a shared basis.

38.4 Concurrent Parental Leave

- (a) Parental leave must be taken in a single unbroken period and is available to only one parent at a time. Where both members of an employee couple intend to take parental leave, the other employee's parental leave must start immediately after the end of the first employee's period of leave.
- (b) The exception to this is that both parents may take
 - (i) eight weeks' parental leave concurrently (concurrent leave), to be taken within the first twelve months after the baby has been born. Concurrent leave can be taken in separate periods, but unless the employer agrees, each period must not be shorter than two weeks.
- (c) Variations to the timing of the commencement of concurrent leave may be authorised in some circumstances.

38.5 Variation of Available Parental Leave

- (a) An employee who has taken a period of parental leave which is less than the available parental leave period (i.e. less than 12 months) may extend the period of parental leave and should provide 7 weeks' notice, wholly within one term, and must provide not less than 4 weeks' notice, prior to the end date of the original leave period. A second or subsequent application to extend the available period of parental leave requires the approval of the School.
- (b) This is distinct from an 'extension' of parental leave beyond the the period of 12 months as defined in Cl. 38.16(g).
- (c) There is no automatic right for an employee to return early from a period of leave; the School must agree to an earlier than expected return date.

38.6 Birth-related leave

- (a) Birth-related leave is
 - (i) unpaid parental leave taken by a mother or a father (should this include partner re: same sex couples etc.) in association with the birth of a child (who may be the child of the employee or the child of the employee's spouse or de facto partner).
 - (ii) unpaid special maternity leave (refer to clause 37.9).

38.7 Notice of Evidence

- (a) Employees intending to take a period of birth-related parental leave must provide 10 weeks' written notice of the intention to take birth-related parental leave, where practicable. The notice must specify the intended start and end dates of the leave. After receiving notice, the School may request a certificate from a registered medical practitioner that states the name of the employee who is pregnant, and the expected date of birth, or the date on which the birth took place.
- (b) At least four weeks before the expected commencement of parental leave, the employee must provide written notice to the School confirming the intended start and end dates or advising the School of any changes to these dates (unless impracticable to do so).
- (c) An employee taking a second or subsequent period of concurrent leave is only required to give four weeks' notice of the leave.

38.8 Timing of Leave

- (a) Unless parental leave is planned to commence earlier than the expected date of birth, parental leave must start on the date of birth of the child.
- (b) For employees giving birth to a child, the period of parental leave may start up to 6 weeks prior to the expected date of birth but no later than the date of birth of the child. Where the employee wants to work during the 6 weeks prior to the expected date of birth, the School may require the employee to provide a medical certificate stating that they are fit to continue working during the 6 weeks prior to the expected date of birth. Where the employee does not provide a medical certificate within 7 days of the School's request, the School may require the employee to start birth-related leave.
- (c) For employees not giving birth to a child, the period of parental leave must start on the date of birth of the child.

38.9 Special Maternity Leave

- (a) Where an employee is unfit for work because:
 - (i) the employee's pregnancy ends within 28 weeks before the due date without the birth of a living child; or
 - (ii) the employee is suffering a pregnancy-related illness.

- (b) To be eligible for special maternity leave the employee must provide notice to the School as soon as reasonably practicable specifying the period, or expected period, of the leave. If requested, the employee must provide a medical certificate specifying the employee's reason for taking special maternity leave.
- (c) the employee will be eligible for special maternity leave, which is unpaid.

38.10 Discontinuance of Leave

- (a) Where an employee who has given birth to a child ceases to have responsibility for the care of the child, the employee will notify the School immediately and the School will nominate a time for the employee to return to work with four weeks' notice, but not earlier than six weeks from the date of birth of the child for the employee's return to work.
- (b) Where a pregnancy ends (other than by birth of a living child), or the child born alive dies, either the employee or the School may cancel the planned period of parental leave if it has not yet started. If the employee has started a period of parental leave, the employee may provide four weeks' written notice to the School that the employee wants to return to work, or the School may provide six weeks' written notice that the employee will return to work.

38.11 Adoption-related leave

- (a) Adoption-related leave is unpaid parental leave taken in association with the placement of a child who
 - (i) is under 16 years of age;
 - (ii) is not the child of the employee, or the child of the employee's spouse or de facto partner (otherwise than because of the adoption); and
 - (iii) has not, or will not have, lived with the employee for a period of six months or more as at the date of placement or the expected date of placement.
- (b) Adoption-related leave also includes unpaid pre-adoption leave.

38.12 Notice and Evidence

- (a) Employees intending to take a period of adoption-related parental leave must provide 10 weeks' written notice of their intention to take adoption-related parental leave, where practicable. The notice must specify the intended start and end dates of the leave. After receiving notice, the School may request verification;
 - (i) of the date of placement, or the expected date of placement, of the child;
 - (ii) that the child is, or will be, under 16 as at the date of placement, or the expected date of placement;
 - (iii) that the child is not the child of the employee or the employee's spouse/de facto partner; and

- (iv) that the child has not, or will not have, lived with the employee for a period of six months or more as at the date of placement or the expected date of placement.
- (b) Date of placement means the day on which the employee first takes custody of the child for adoption, or the day on which the employee starts any travel associated with taking custody of the child for adoption; whichever is the earlier.
- (c) At least four weeks before the expected start of parental leave, the employee must provide written notice to the School confirming the intended start and end dates or advising the School of any changes to these dates (unless impracticable to do so).
- (d) An employee taking a second or subsequent period of concurrent leave is only required to give four weeks' notice of the leave.

38.13 Timing of Leave

- (a) Adoption-related leave for an employee who has responsibility for the care of the child will, in the first instance, start on the date of placement of the child.

38.14 Pre-adoption Leave

- (a) An employee who is seeking to adopt a child is entitled to access two days of unpaid pre-adoption leave for the purposes of attending interviews and/or examinations in connection with the approval of the adoption. The School may approve further periods of unpaid adoption leave. The employee must provide the School with notice specifying the period or expected period of the leave. The School may also request evidence confirming that the leave is taken for the purpose of attending an interview or examination in connection with approval of the adoption. Where paid leave is available to the employee, the School may require the employee to take such leave instead.

38.15 Discontinuance of Leave

- (a) Where the placement of a child for adoption with an employee does not proceed or continue, or where the employee ceases to have responsibility for the care of the child, the employee will notify the School immediately and the School will nominate a time not earlier than four weeks from receipt of notification for the employee's return to work.

38.16 Extending Leave beyond 12 months

- (a) An eligible employee may request to extend the period of unpaid parental leave beyond the available period of parental leave (12 months) for a further period of leave, but not exceeding 12 months. The extended period of leave must be continuous with the original period of leave and the employee must continue to have responsibility for the care of the child for the duration of the requested leave.
- (b) Special rules apply to an employee couple where both members of the couple have taken or intend to take parental leave. The period of the extension requested cannot exceed 12 months less any period of parental leave (including concurrent leave) that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts.

- (c) The amount of unpaid parental leave to which the other member of the employee couple is entitled will be reduced by the period of the extension. Employees seeking to apply for a further period of parental leave beyond the available period of 12 months should endeavour to provide 7 weeks' notice, wholly within one term, and must provide not less than 4 weeks' notice, before the end of the available 12 months period, to the School of their request to extend leave.
- (d) Where it is practicable for the employee to provide more notice than is required, this will assist the School in making necessary staffing arrangements should the request be accepted.
- (e) The School will consider the request, having regard to the employee's circumstances, and may only refuse the request on reasonable business grounds. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency, the impact on customer service, and/or the educational and curriculum needs of the School and its students.
- (f) The School will notify the employee of its decision in writing, including its rationale, within 21 days of receiving the request from the employee. The School will not refuse a request without giving the employee a reasonable opportunity to discuss the request.
- (g) Where a Teacher elects to take a period of parental leave greater than 52 weeks but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the Employer requires the Teacher to notify of their intention to extend the period of parental leave should endeavour to provide 7 weeks' notice, and must provide not less than 4 weeks' notice, wholly within one term, prior to the expiration of the initial period leave.
- (h) A Teacher replacing a Teacher granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.
- (i) A period of unpaid parental leave does not break the Teacher's continuity of employment but it does not count as employment for the purpose of the accrual of entitlements provided within this Agreement.

38.17 Flexible Parental Leave

Flexible parental leave is provided for within the NES

- (a) A Teacher can take up to 30 days of their unpaid parental leave flexibly at any time within 24 months of the child's birth or adoption.
- (b) Flexible unpaid parental leave can be taken as:
 - (i) a single continuous period of one (1) day or longer;
 - (ii) separate periods of one (1) day or longer.

- (c) A Teacher can take unpaid flexible parental leave on the same day their partner is on continuous unpaid parental leave. The 2 employees can only take a total of up to 8 weeks unpaid parental leave concurrently.
- (d) A Teacher's entitlement to unpaid parental leave, except for unpaid flexible parental leave, will end on the first day the employee takes unpaid flexible parental leave. Once a Teacher takes unpaid flexible parental leave, they cannot take a period of continuous unpaid parental leave at a later date.

38.18 Employee obligations during parental leave

- (a) An employee on a period of parental leave must not engage in any conduct which is inconsistent with their contract of employment.
- (b) An employee who engages in other paid work while on parental leave, without having sought the express authorisation of the School will be in breach of their contract of employment and may be subject to disciplinary action.
- (c) An employee is not permitted from working with a different employer during any period of paid parental leave provided by the School.

38.19 Effect on other employment conditions

- (a) Effect on period of service
 - (i) Unpaid parental leave does not count as service for the purposes of accruing various entitlements, including but not limited to personal/carer's leave and annual leave. However, the period of leave will not break the employee's continuity of employment for the purposes of being eligible to access various forms of leave, including long service leave.
- (b) Incremental progression
 - (i) Unpaid parental leave does not count towards service for the purposes of incremental salary progression.
- (c) Accessing other forms of paid leave
 - (i) While on a period of unpaid parental leave, an employee may access any annual leave or long service leave entitlements that the employee has accrued.
 - (ii) An employee on parental leave may not access paid personal/carer's leave, paid compassionate leave or paid community service leave during the period of parental leave.

38.20 Workplace safety

Transfer to a safe job

- (a) Where a pregnant employee provides the School with a medical certificate from a medical practitioner stating that the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period (the risk period) because of:
- (i) illness or risk arising out of her pregnancy, or
 - (ii) hazards connected with her position
- the employee will be transferred to an appropriate safe job with no other change to the terms and conditions of employment.
- (b) An employee does not have to be entitled to parental leave to seek to be transferred to a safe job.

No safe job leave

- (c) If there is no appropriate safe job for the employee to be transferred to and the employee is entitled to parental leave, and has complied with the notice and evidentiary requirements surrounding parental leave, the employee will be placed on paid no safe job leave for the duration of the risk period, as stated in the medical certificate
- (d) The employee will be paid at the employee's base rate of pay for the employee's ordinary hours of work during the risk period.
- (e) If the employee is on no safe job leave during the six week period before the expected date of birth, the School may request a medical certificate stating that the employee is fit for work. If the employee fails to provide the certificate within seven days or provides a certificate stating the employee is not fit for work, the School may require the employee to start unpaid parental leave.
- (f) No safe job leave cannot be taken concurrently with other forms of parental-related leave; that is, an employee's entitlement to no safe job leave will end when the employee starts special maternity leave or parental leave.

If the employee is not entitled to parental leave, the employee will be placed on unpaid no safe job leave.

- (g) Keeping in touch days
- (i) An employee on unpaid parental leave is entitled to access 10 paid 'keeping in touch' days. The performance of paid work on a keeping in touch day does not break the continuity of the period of unpaid parental leave or, in any other way, effect the employee's parental leave entitlement.
 - (ii) The purpose of these days is to enable the person to keep in touch with the School in order to facilitate a return to their employment after the end of the period of leave.

- (iii) The School and the employee must both consent to the employee performing work on that day.
 - (iv) There are specific rules regarding the timing of keeping in touch days. An employer cannot ask an employee to perform a keeping in touch day until at least 42 days after the birth or adoption of the child. An employee cannot ask an employer to perform a keeping in touch day until at least 14 days after the birth or adoption of the child.
- (h) Return to same position
- (i) Upon returning to work after a period of parental leave, an employee will be entitled to return to the employee's pre-parental leave position (if transferred to an appropriate safe job before starting parental leave, this is the position held before the transfer).
 - (ii) For the purposes of returning to work, position includes a position of responsibility but does not necessarily include the same classes, subjects or year levels.
 - (iii) Where such position no longer exists, the employee is entitled to return to an available position for which the employee is qualified and suited to perform that is nearest in pay and status to the employee's pre-parental leave position.
- (i) Flexible work arrangements
- (i) An employee who wants to return to work on an alternative work arrangement, which may include a reduced time fraction, will need to submit a request for flexible working arrangements. Applications for flexible work will be assessed in accordance with the School's Flexible Working Policy. The School's Flexible Working Policy is not incorporated into and does not form part of this Agreement. The School may refuse the request on reasonable business grounds.

38.21 Communication during Parental Leave

- (a) Introduction of major workplace change
- (i) Where the School has made a definite decision to introduce major changes in the workplace that will have a significant effect on the pay, status or location of the employee's pre-parental leave position, the School will take reasonable steps to provide the employee with information regarding the change, and will provide the employee with an opportunity to discuss any potential effects of the change on the employee's substantive position.
 - (ii) The employee will notify the School of changes of address or other contact details which might affect the School's capacity to comply with this clause.

39. Paid Parental Leave allowance

39.1 Application

- (a) This entitlement does not apply to a casual Teacher or fixed-term Teacher (engaged for a total period of employment of continuous employment of less than 12 months).

Ballarat and Queen's Anglican Grammar School (Teachers) Agreement 2022

- (b) This entitlement applies to a full-time, part-time Teacher or fixed-term Teacher who is entitled to unpaid parental leave in accordance with the NES and parental leave within the *Ballarat and Queen's Anglican Grammar School (Teachers) Agreement 2021*.
- (c) Entitlement to annual leave, personal/carer's leave and long service leave accrues during the paid parental leave but does not accrue based on the payment of the allowance. Entitlement to paid non-term weeks continue to accrue during a period of paid parental leave.
- (d) The payment in clause 39.2, 39.3 and 39.4
 - (i) is not payable during a period of paid leave;
 - (ii) is payable to only one Employee, where the Employer employs both parents of the child.

39.2 Paid Birth leave

- (a) A Teacher, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of birth of the Teacher's child, is entitled to be paid for the first 10 weeks of birth-related leave after the birth of the child at the Teacher's ordinary rate of pay provided the Teacher is responsible for the care of the child and takes not less than 10 weeks of birth-related leave.
- (b) The entitlement to paid birth-related leave will increase to
 - (i) 11 weeks as 1 February 2023,
 - (ii) 12 weeks as of 1 February 2024,
 - (iii) 13 weeks as of 1 February 2025.
- (c) A Teacher is entitled to the paid birth-related leave provided in Cl. 39.2(b), provided the date they commence paid birth-related leave is after the dates specified in Cl. 39.2(b).
- (d) If the Teacher's birth-related leave includes a period with less than 10 weeks during term weeks, the Teacher's entitlement to the payment will be equal to the number of weeks of leave taken during term weeks.
- (e) A Teacher must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for paid leave pursuant to this clause for the birth or adoption of a second or subsequent child.

39.3 Paid adoption leave

- (a) A Teacher, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of placement of a child with the Teacher, is entitled to be paid for the first 10 weeks of adoption-related leave after the placement of the child with the Teacher at the Teacher's ordinary rate of pay provided the Teacher is responsible for the care of the child and takes not less than 10 weeks of adoption-related leave.

- (b) The entitlement to adoption-related leave will increase to
 - (i) 11 weeks as 1 February 2023,
 - (ii) 12 weeks as of 1 February 2024,
 - (iii) 13 weeks as of 1 February 2025.
- (c) A Teacher is entitled to the adoption-related leave provided in Cl. 39.3(b), provided the date they commence the adoption-related leave is after the dates specified in Cl. 39.3(b).
- (d) If the Teacher's adoption-related leave includes a period with less than 10 weeks during term weeks, the Teacher's entitlement to paid adoption leave will be equal to the number of weeks of leave taken during term weeks.
- (e) A Teacher must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for paid leave pursuant to this clause for the adoption or birth of a second or subsequent child.

39.4 Paid partner leave

- (a) A Teacher who takes concurrent unpaid partner leave as provided in the NES, is entitled to five (5) days paid partner leave at the Teacher's ordinary rate of pay.
- (b) The entitlement to paid partner leave will increase to seven (7) days as of 1 February 2024.

39.5 Parental allowance

- (a) Where the contract of employment of a fixed-term Teacher ceases during the period in which they are entitled to paid birth or adoption leave, they will be entitled to be paid an allowance equivalent to the period that their contract of employment applies and based upon the time fraction of the Teacher immediately prior to commencing of their paid birth or adoption leave. This allowance may be paid in advance at the discretion of the Employer.

40. Leave without pay

A Teacher may apply for leave without pay which may be granted at the discretion of the Employer. With the exception of Long Service Leave, a Teacher entitlements under this Agreement do not accrue during any period of leave without pay, but do not break the Teacher's continuity of employment.

41. Infectious diseases leave

41.1 A Teacher who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Teacher has contracted the disease through a contact at the School and the disease is evident in the School.

- (a) German measles
- (b) Chickenpox
- (c) Measles
- (d) Mumps
- (e) Scarlet fever
- (f) Whooping cough
- (g) Rheumatic fever
- (h) Hepatitis.

42. Examination leave

A Teacher will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

43. Qualification conferral leave

A Teacher will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.


Declaration

This Agreement is made at Wendouree, VICTORIA on this day 3 March 2022

Signed for and on behalf of:
Ballarat and Queen's Anglican Grammar School

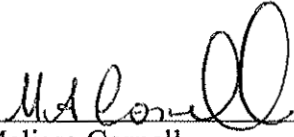
see it

Mr Adam Peter Heath, Headmaster
201 Forest St, Wendouree VIC 3355
In the presence of




Ms Leah Moneghetti, Director of Risk, Compliance and Culture
201 Forest St, Wendouree VIC 3355

On behalf of the employees of Ballarat and Queen's Anglican Grammar School



Ms Melissa Cornell
Teacher and member of the Consultative Committee
201 Forest St, Wendouree VIC 3355
In the presence of



Ms Leah Moneghetti, Director of Risk, Compliance and Culture
201 Forest St, Wendouree VIC 3355

THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/578

Applicant: Ballarat and Queen's Anglican Grammar School

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Adam Peter Heath, Headmaster, have the authority given to me by Ballarat and Queen's Anglican Grammar School to give the following undertakings with respect to the Ballarat and Queen's Anglican Grammar School (Teachers) Agreement November 2022 ("the Agreement"):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. Notwithstanding clause 19.3(a) of the Agreement Ballarat and Queen's Anglican Grammar School undertakes that all casual Teachers will be paid at least \$1.00 greater than the relevant Award rate per day.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Address: 201 Forest Street Wendouree Victoria 3355

Date: 10 March 2022